

## EXHIBIT B

Consent to Assign

Page 1 of 2

**Consent to Assign**

Racca, Dennis W. [Dennis.W.Racca@conocophillips.com]

Sent: Wednesday, March 21, 2012 8:36 AM

To: Joe Morgan

Joseph Gallagher  
Director - Commercial Truck & Rail

March 21, 2012

Coastal Transports Company, Inc.

Attention:

**Re: CONSENT TO ASSIGN (the "Consent")**

Current MMCSA dated March 2012 and all Riders associated with the current MMCSA collectively referred to as the "Agreements") by and between ConocoPhillips Company (the "Company") and Coastal Transports Company, Inc. (the "Consenting Party")

Dear: ,

On July 14, 2011, the Board of Directors of ConocoPhillips ("COP") announced that it would pursue the separation of COP's Refining & Marketing business and COP's Exploration & Production into two separate stand alone companies via a tax free spin off of the Refining & Marketing business. Phillips 66 ("Phillips") will be a global refining and marketing company headquartered in Houston, Texas. ConocoPhillips will be a global exploration and production company that will continue to be headquartered in Houston, Texas. The separation is expected to be completed during the second calendar quarter of 2012.

The Company will transfer and assign to Phillips 66 Company ("Assignee") certain assets, obligations and liabilities related to the Company's business (the "Transfer").

In connection with the Transfer, Assignee will assume all of the Company's obligations, liabilities, rights, title and interests in, to and under the Agreements, effective upon the consummation of the Transfer. The Company reserves the right to elect, in its sole discretion, to not consummate the Transfer, in which event this Consent will become null and void.

Notwithstanding anything in the Agreements that may restrict assignment or relate to the authority of the individual required to execute a consent to assignment thereof, the Company hereby notifies Consenting Party of the Transfer and requests that Consenting Party consent to the assignment of the Agreements in connection therewith. Please indicate Consenting Party's consent to the

<https://webmail.thebrookfieldgroup.com/owa/?ac=Item&t=IPM.Note&id=RgAAAAA2uw...> 3/21/2012

Consent to Assign

Page 2 of 2

assignment and agreement to the foregoing by signing and dating where indicated below.

Except as otherwise provided in this Consent, all terms of the Agreements will remain in full force and effect and will not be modified hereby. However, in the event of any conflict between the Agreements and this Consent, the terms of this Consent will prevail.

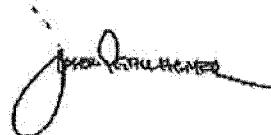
By executing and returning this Consent, the undersigned represents that he/she has full authority to grant such Consent on behalf of Consenting Party, and that the execution hereof has been authorized by all necessary corporate actions.

This Consent may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

If you have any questions regarding the foregoing, please contact me at 918-661-1324. Your prompt attention to this matter is appreciated.

Very truly yours,

ConocoPhillips Company



Joseph Gallagher

Name:

Title: Director – Commercial Truck & Rail

Acknowledged and agreed to as of this 21 day of March, 2012.

[NAME OF CONSENTING PARTY]

By: COASTAL TRANSPORT CO., INC.

Name: Jai A. Morgan

Title: President / COO